

# UNOFFICIAL COPY

TRUST DEED  
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202  
JANUARY, 1968

21 841 874

GEORGE E. COLE  
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That RUDOLF LENKEIT AND BERTA LENKEIT, his wife

(hereinafter called the Grantor), of the Village of Mt. Prospect County of Cook and State of Illinois, for and in consideration of the sum of ELEVEN THOUSAND and no/100ths (\$11,000.00) Dollars in hand paid, CONVEY AND WARRANT to MOUNT PROSPECT STATE BANK, a corporation of Illinois of the Village of Mt. Prospect County of Cook and State of Illinois and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of Mt. Prospect County of Cook and State of Illinois, to-wit:

Lot 42 in Louis Munao's First Addition being a subdivision of part of the South West quarter (1/4) of section 12, Township 41 North, Range 11, East of the Third Principal Meridian, in the Village of Mount Prospect Elk Grove Township according to the plat thereof recorded April 6, 1959 as document 149893, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is a sole principal promissory note, bearing even date herewith, payable justly indebted upon \_\_\_\_\_

to bearer as follows: In the principal sum of Eleven Thousand and no/100 (\$11,000.00) Dollars, with interest thereon at the rate of 7.8% percent per annum on the unpaid balance until paid, the said principal and interest to be paid in monthly installments of One Hundred Thirty Two and thirty one (\$132.31) Dollars on the 1st day of May, 1972, and One Hundred Thirty Two and thirty one (\$132.31) Dollars on the 1st day of each and every month thereafter until said note is fully paid and except that the final payment of principal and interest, if not sooner paid, shall become due on the 1st day of April, 1982, with interest after maturity until paid at the rate of eight percent per annum.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall be due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven per cent per annum, shall be recoverable by foreclosure thereof or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, and days for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then, Chicago Title & Trust Company of said County is hereby appointed to be the first successor in this trust and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Record of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hands and seal of the Grantor S this 16 day of March, 1972.  
The Installment Note mentioned in the within Trust Deed has been identified herewith under Identification No. 916  
Rudolf Lenkeit (SEAL)  
Berta Lenkeit (SEAL)  
Mount Prospect State Bank, a corporation of Illinois  
Trustee  
By: [Signature]  
Trust Officer

21 841 874

MAR 21 AM 10 56

STATE OF Illinois  
COUNTY OF Cook

ss.

I, MARIE MURRAY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RUDOLF LENKEIT and BERTA LENKEIT, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

and notarial seal this 16<sup>th</sup> day of March 1972



Marie Murray  
Notary Public

21841574



BOX No. 818  
SECOND MORTGAGE  
**Trust Deed**  
RUDOLF LENKEIT and BERTA  
LENKEIT, his wife  
TO  
MOUNT PROSPECT STATE BANK, a  
corporation of Illinois, Trustee

Property: 301 E. Hiawatha Trail  
Mt. Prospect, Illinois

818

GEORGE E. COLE  
LEGAL FOR'S

END OF RECORDED DOCUMENT